

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-00-11694/0001	3. EFFECTIVE DATE 06/18/02	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-00-11694	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-00-11694
			9B. DATED (SEE ITEM 11) 06/12/02
		✓	10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Amendment is to correct the Section H clauses entitled "Award Term Option Incentive Guidance" and "Award Term Option Incentive Plan".

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARIO P. CHAPLE	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section H clause entitled "AWARD TERM OPTION INCENTIVE GUIDANCE" has been modified. The text is as follows:

As described below, the contract period of performance may be extended through the exercise of a contract award term incentive option based on contractor performance as evaluated by the Government in the Award Term Option Incentive Plan.

1. **Period of Performance:** The contract "base" period of performance of three (3) years may be extended by exercising option(s), up to an additional seven (7) years, based on overall contract performance. The total maximum period of performance under this contract, if the government exercises all award term options is (10) ten years inclusive of the base period. These additional award term option periods will be awarded by the Government based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Option Incentive Plan. The option periods and associated costs and fees are given in:

Base Period:	36 months - 3 years
Option I	48 months - 4 years
Option II	36 months - 3 years

2. **Award Term Option Incentive Plan:** The Award Term Option Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any award term option decisions. The Award Term Option Incentive Plan may be unilaterally revised by the Government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any Award Term Option evaluation period. Any changes to the Award Term Option Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor(s) prior to the issuance of a revised Award Term Option Incentive Plan, but is not required to obtain the contractor(s) consent to the revisions. An Award term Determination Official(ATDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term option extension. For this contract, the ATDO will be the Service Center Manager for the Superfund Contracts Service Center.

3. **Government's Right to Cancel the Award Term Option Incentive:** The Government has the unilateral right to cancel the Award Term Option Incentive in this contract if:

(1) the contractor has failed to earn an award term by the end of the second year of contract performance;

(2) if after earning its first award term the contractor fails to earn an award term in any succeeding year of contract performance;

(3) Services are no longer needed;

Cancellation of an award term option that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either conditions (1) or (2) above apply, and cancels the award term option incentive, then the resulting unilateral modification will cite this clause as the authority.

4. **Award Term Option Incentive Administration:** The award term option evaluation will be completed on the schedule given in the Award Term Option Incentive Plan in Section H. Award term decisions that affect the period of performance will commence at the end of the base period and conclude at the end of contract year seven (conclusion of Option I/commencement of Option II).
5. **Award Term Option Incentive Decisions:** For the evaluation periods at the conclusion of the second contract year, the Base, the contractor's annual rating must be a "Good" or above to be awarded an additional contract option. For all remaining annual evaluation periods, the contractor's annual rating must be an "Excellent" or above to be awarded an additional contract option.
6. **Automatic Re-competition Decision:** If at any point in the contract period of performance only one contract option remains, the contract will end at the conclusion of that period.
7. **Review Process:** The Contractor may request a review of an award term option decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the award term decision. The Manager of the Superfund Contracts Service Center will conduct any award term option decision reviews.

2. The Section H clause entitled "AWARD TERM OPTION INCENTIVE PLAN" has been modified. The text is as follows:

I. INTRODUCTION: This plan covers the administration of the award term provisions of the OSRE-2 contract(s).

Objective of the Award Term:

The award term incentive affords the contractor an opportunity to earn additional option periods commensurate with the achievement of consistently excellent performance in pursuit of contractual objectives and goals.

The decision to exercise an option under this contract is dependent upon government need, AND the contractor's performance over the prior base or option period(s). The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the Award Term option incentive is to motivate the contractor to provide excellence in the performance of activities related both collectively and individually on all work assignments issued under the contract.

The Award Term evaluation and decision as determined by the Award Term Determination Official (ATDO) shall be based upon work assignments which may be either term, completion CPFF, or firm-fixed price based on the results and recommendations of the Performance Evaluation Board (PEB) for the rating periods shown below. The Performance Evaluation Board will consist of the following people: Director of Program Operations Support, Project Officer, Service Center Manager for Superfund Service Center, and Contracting Officer. These rating periods generally correspond to the base and option periods of the contract. During the Base Period and Option I, the decision to exercise an option based upon an Award Term decision will be made not less than 2 months prior to the date of the next option period.

Contract Periods of Performance

Contract Evaluation Periods

Base**

** For the first evaluation period only, the award term evaluation will be arrived at by averaging the mid-term and end of term ratings.

Months 1 - 36

First Evaluation (Mid-Term) Period: Months 1-16
First Evaluation (End of Term) Period: Months 17-32

Award Term decision to be finalized not later than the end of Month 33

Notification of intent to exercise Option I to be issued by end of Month 34 (60 days in advance)

Option I Months 37-84

Second Evaluation Period: Months 33-81
Award Term decision to be finalized not later than the end of Month 82
Notification of intent to exercise Option II to be issued by end of Month 82
(60 days in advance)

Option II Months 85-120

No Award Term Evaluations or decisions will be made during this option period.
Standard annual and end-of-contract performance evaluations will be performed.

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all work assignments, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Upon negotiation at the time of award of a term-form or fixed-price task order, the contractor and the Government may modify the general criteria in this plan to make it work assignment specific. Any changes to these criteria that are work assignment specific, will be documented in the contract file and the same rating scale as shown in this clause/Award Term Plan will be used.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of work assignments during each evaluation period as set forth in this clause/Plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit 3. The guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	1
Evaluation Criteria for work assignments	2
Rating Guidelines for Performance Evaluation Criteria	3

EXHIBIT 1

OSRE-2 ADJECTIVAL RATINGS

Adjectival Ratings shall be broken into the (6) categories shown below. These ratings are similar to the NIH Past Performance rating system.

Outstanding
Excellent
Good
Fair
Poor
Unsatisfactory

A decision to exercise an Option under this contract, all other conditions as set forth under FAR notwithstanding, will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements.

Base Evaluation Period for Months 1 - 16 and 17 - 32: Required Rating: Good

If the contractor's score falls within or above this rating, the decision to exercise Option I may be made.

Option I Evaluation Period for Months 33-81: Required Rating: Excellent

If the contractor's score falls within or above this rating, the Government may unilaterally exercise Option II.

EXHIBIT 2

OSRE-2 EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are consistent with those used by the National Institutes of Health, Contractor Past Performance System, although additional elements/other changes may have been made to make the criteria more appropriate for this contract.

QUALITY OF PRODUCT OR SERVICE

- 0 Compliance with contract and work assignment requirements
- 0 Technical quality of deliverables.
- 0 Ability to meet work assignment goals and objectives.
- 0 Adherence to regulations, procedures, and guidelines.

COST CONTROL

- 0 Ability to meet cost estimates stated in the work plan and work assignment
- 0 Ability to provide deliverables according to the schedule/deadlines given in the work assignment
- 0 Current, accurate and complete billings
- 0 Relationship of negotiated costs to actuals
- 0 Record of forecasting and controlling target costs

TIMELINESS OF PERFORMANCE

- 0 Development and maintenance of planned schedules and budgets for deliverables provided by the work assignment
- 0 Responsive to technical direction
- 0 Tasks completed on time including wrap-up and contract administration activities
- 0 Met delivery schedules

BUSINESS RELATIONS

- 0 Responsive to contract requirements
- 0 Appropriateness of professional mix to ensure quality of work while minimizing cost and time expenditures.
- 0 Ability to effectively manage subcontractors' costs and resources, eliminate cost duplication by subcontractors.
- 0 Ability to meet, manage and adhere to subcontracting plans including team subcontracting.
- 0 Notification of problems; ability to identify and resolve problems.
- 0 Maintains regular communication link with Agency personnel and provides appropriate information enabling Agency personnel to keep abreast of work assignment progress & issues.

EXHIBIT 3 - OSRE-2
RATING GUIDELINES FOR PERFORMANCE EVALUATION CRITERIA

Assign each area a rating of Unsatisfactory, Poor, Fair, Good, Excellent, Outstanding. The following criteria will be used as guidance in making these evaluations.

CONTRACTOR PERFORMANCE REPORT

Unsatisfactory

Quality of Product or Service - Non conformances are jeopardizing the achievement of contract requirements despite major Agency involvement

Cost Control - Ability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement

Timeliness of Performance - Delays are jeopardizing performance of contract requirements despite major Agency involvement

Business Relations - Response to inquires, technical/service/administrative issues is not effective

Poor

Quality of Product or Service - Overall compliance requires major Agency involvement to ensure achievement of contract requirement

Cost Control - Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require major Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquires, technical/service/administrative issues is marginally effective

Fair

Quality of Product or Service - Overall compliance requires minor Agency involvement to ensure achievement of contract requirement

Cost Control - Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require minor Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquires, technical/service/administrative issues is somewhat effective

Good

Quality of Product or Service - Overall compliance requires no Agency involvement to ensure achievement of contract requirements

Cost Control - Management of cost issues requires no Agency involvement to ensure achievement of contract requirements

Timeliness of Performance - Delays require no Agency involvement to ensure achievement of contract requirements

Business Relations - Response to inquires, technical/service/administrative issues is usually effective

Excellent

Quality of Product or Service - There are no quality problems

Cost Control - There are no unresolved cost management issues

Timeliness of Performance - There are no unexcused delays

Business Relations - Response to inquiries, technical/service/administrative issues is effective

Outstanding (All categories)

The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when

contractor performance clearly exceeds the performance levels described as Excellent.